

Inflight VR Terms of Business for Testing of VR Entertainment

These Inflight VR Terms of Business for Testing of VR Entertainment (“**Terms**”) apply to all contracts, work or purchase orders, framework agreements, or other agreements between *Inflight VR Software GmbH*, Edelsbergstr. 8, 80686 Munich, Germany, registered with the commercial register of the Register Court Munich under the register no. HRB 215357 (“**Inflight VR**”) and a customer of Inflight VR (“**Customer**”) on the real-time testing of Inflight VR’s services in the field of virtual reality (“**VR Entertainment**”) with Customer’s passengers during certain Test Flights operated by Customer (each a “**Contract**”).

The Terms and any Contract are hereinafter collectively referred to as “**Agreement**”).

Inflight VR and Customer are each referred to as “**Party**” and collectively as the “**Parties**”.

1 Scope

1.1 The aim of the testing is to study in real time VR Entertainment and to collect experience, feedback and information. The collection shall be on anonymized basis. The data shall be solely owned by Inflight VR. No kind of mutual charges shall occur. The Parties’ joint understanding is that the provision of VR Entertainment as such does not comprise the processing of personal data in the meaning of applicable data protection laws, in particular in the meaning of the European General Data Protection Regulation 2016/679.

1.2 With regard to the testing, Inflight VR does not grant to Customer any right to use the Inflight VR applications or any other intellectual property rights of Inflight, except for the purpose of operation of the Test Flights.

1.3 The testing of the VR Entertainment shall be conducted by Customer with passengers only on a limited number of regular flights, as to be defined by the Parties in writing (“**Test Flights**”). Unless expressly agreed otherwise in writing, the VR Entertainment shall not be made available to passengers on flights other than Test Flights.

1.4 Unless agreed otherwise in writing, Customer is not permitted to make available the VR Entertainment to third parties other than passengers on Test Flights.

2 Responsibilities, indemnity

2.1 Customer is aware of the technical features of the Inflight VR applications used to provide the VR Entertainment on-board the relevant aircraft used for the Test Flights (“**VR Applications**”).

2.2 Unless agreed otherwise in writing, Customer is not permitted to make available the VR Applications to third parties other than passengers on Test Flights.

2.3 Customer shall indemnify and hold harmless Inflight VR against any and all claims which might be raised by any third party, such as any passenger or crew member, versus Inflight VR in relation to the provision of the VR Entertainment and the VR Applications.

Inflight VR does not give any warranties, neither express nor implied, in relation to the VR Entertainment and / or the VR Applications tested in the course of the Test Flights. In particular, Inflight VR does not make any statement as regards any required authorizations and / or approvals in relation to the VR Applications and the VR Entertainment used in the course of the Test Flights.

3 Content license

3.1 Inflight VR will provide through the VR Applications any content of the VR Entertainment (“**Content**”), as provided by Inflight VR in its discretion and modified from time to time, taking also into account Customer’s interests.

3.2 For the duration of the Agreement, Inflight VR grants to Customer a non-exclusive, non-sublicensable and non-transferable license to make available the Content to Customer’s Passengers on Test Flights via the VR Applications.

3.3 Upon termination or expiration of the Agreement, the license to make available the Content to Customer’s Passengers according to Section 3.2 expires automatically.

4 Liability

4.1 **Unlimited liability for gross negligence and wilful misconduct.** Inflight VR’s liability for gross negligence and wilful misconduct shall be unlimited.

4.2 **Limitation of liability for slight negligence.** Inflight VR’s liability for damages caused by slight negligence shall, irrespective of its legal ground, be limited as follows:

4.2.1 **Breach of essential contractual obligations.** Inflight VR shall be liable for the breach of essential contractual obligations. Essential contractual obligations are obligations imposed on Inflight VR by the content and purpose of the Agreement or the fulfilment of which facilitates the proper performance of the Agreement in the first place, and the fulfilment of which Customer can and does rely on. Inflight VR’s liability for the breach of essential contractual obligations shall be limited to the typical damage which was foreseeable at the time the Agreement was concluded between the Parties.

4.2.2 **Breach of other obligations.** Inflight VR shall not be liable for slightly negligent breach of any other duty of care other than essential contractual obligations.

4.2.3 The limitations of liability in Section 4.2 shall not apply to (a) any malicious non-disclosure of a Defect; (b) a guarantee expressly assumed by Inflight VR; (c) liability for the harm to life, body or health; and (d) compulsory statutory strict liability, in particular under the German Product Liability Act (Produkthaftungsgesetz).

5 Supervision of passengers and health notice

5.1 **Supervision of passengers.** Customer shall not make available the VR Entertainment to passengers who have (i) according to their own statement and / or (ii) according to the perception of the cabin crew permanent or actual disabilities and / or physical weaknesses which could have a negative impact to safe use of the VR Entertainment and / or the VR Applications.

5.2 **Health notice.** Customer shall through its cabin crew give the following health notice to each passenger in a language that the relevant passenger is able to understand before making available the VR Entertainment to the passenger:

“Some people may experience motion sickness, nausea, disorientation, blurred vision or other discomfort while viewing virtual reality content. In the unlikely event that you should experience any of these symptoms, please stop using the VR headset immediately and inform the cabin crew

accordingly. For your own safety, please do only use the VR headset when your seatbelt is fastened.”

6 Final Provisions

6.1 **Order of precedence, written form.** These Terms supersede all other agreements and understandings with respect to the subject matter of these Terms. In order to become effective, any amendment, deviation or supplement to these Terms must be made in writing and must expressly refer to the relevant provision of these Terms which the Parties intend to deviate from. Any waiver of a right under this Section 6.1 must be made in writing.

6.2 **Governing law, jurisdiction.** All Agreements shall be governed by the laws of the Federal Republic of Germany. Any disputes under or in connection with an Agreement, including disputes regarding its validity and execution, shall be exclusively settled in the courts of Frankfurt am Main.

6.3 **Severability.** Should any provision of an Agreement be or become invalid, void or unenforceable, the enforceability of the other provisions of that Agreement shall not be affected thereby. In such case, the Parties will in good faith negotiations substitute the invalid, void or unenforceable provision by an enforceable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid, void, or unenforceable provision. The same shall apply if an Agreement reveals to contain an unintended gap.

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